

## Agreement of Release and Waiver of Liability for the City of Louisville, their Personal Trainer's and their Clients.

Acknowledgement of risk: In registering for the below listed program(s) of the Louisville Department of Parks and Recreation, I realize that participation in recreation programs, fitness classes, sports leagues and other parks or recreation activities are or may be dangerous and do or may involve risks, including but not limited to risks of bodily injury, personal injury, death, and property loss or damage. I realize that these risks include without limitation potential physical injury or death from causes such as use, misuse or malfunction of recreation equipment; vehicle accident; slipping, falling or colliding with objects or other participants, and from a variety of other foreseeable and unforeseeable circumstances connected with parks or recreation activities. By this agreement, I hereby voluntarily agree to assume all such risks of injury, death, loss or damage arising out of or related to my engaging in or spectating at such programs and activities, regardless of cause.

Waiver and Release of Liability: By this agreement, I hereby waive, exempt, release and discharge the City of Louisville, its officers, employees, insurers, instructors, volunteers, officials, coaches, sponsors, partners or representatives, from any and all claims, demands and actions of any kind for any bodily injury, personal injury, death, property damage or other damage or loss that may occur in any way as a result of engaging in or spectating at the above-listed recreation program(s), regardless of whether or not caused by the act, omission, negligence or other fault of the City, its officers, employees or any other of the above-listed persons or entities, or any other cause.

Indemnification: By this agreement, I further hereby voluntarily agree to indemnify and hold harmless the City of Louisville, its officers, employees, insurers, instructors, volunteers, officials, coaches, sponsors, partners or representatives, from and against all liabilities, claims and demands, including any third party claims for injury, death, loss, or damage resulting from my participation, to the extent such liabilities, claims or demands are the result my own negligence or intentionally misconduct, or that of my minor child.

Consent for Publicity and Cancellation Advisement: I authorize and consent to the publication, whether by television, newsprint, written advertisements, website or internet posting or otherwise, of all or any portion of participant's name and any picture or image of participant taken in connection engaging in or spectating at any activity of the Louisville Parks and Recreation Department.

Parent Agreement (For Participant Under 18 Years Old): I acknowledge that I am the parent of the above-named participant as the term "parent" is defined in C.R.S. Section 13-22-107(2)(b), and, in addition to execution of the foregoing on behalf of the participant and myself, I hereby waive and release any prospective claim of the participant against the City of Louisville, its officers, employees, insurers, instructors, volunteers, officials, coaches, sponsors, partners or representatives for negligence, to the extent provided by C.R.S. Section 13-22-107(3), in connection with the participant's engaging in or spectating at the above-listed program(s).

General: I acknowledge and agree that this agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado. If any portion hereof is held invalid, I agree the balance of this agreement shall continue in full force and effect.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_